TRADE MARKS AND TRADE NAMES — PROTECTION APART FROM STATUTE — BASIS AND EXTENT — TERRITORIAL LIMITATION. — The plaintiff manufactured and sold wafers under the name of "Boston Wafers." The defendant had been restrained from using that name within certain limits. The plaintiff now asks an injunction covering the whole of the United States, upon proving that he has established a secondary meaning in a few states outside the original limits. *Held*, that the defendant will be restrained in that territory only where the plaintiff has established such secondary meaning. *Briggs* v. *National Wafer Co.*, 102 N. E. 87 (Mass.).

The plaintiff can acquire in a trade name of this kind only the right to prevent another party's appropriating his good will. *Canal Co.* v. *Clark*, 13 Wall. (U. S.) 311; *Reddaway* v. *Banham*, [1896] A. C. 199. See 9 HARV. L. REV. 291; 13 HARV. L. REV. 152. It would seem to follow that his right to protection is merely coextensive with this good will, and the injunction should extend no further. Where two parties have each established a good will for the same trade name in different parts of the country, courts have refused to allow one to invade the territory of the other, apparently admitting the right of each to use the name in his own territory. *Cohen* v. *Nagle*, 190 Mass. 4, 76 N. E. 276; *Levy* v. *Waitt*, 61 Fed. 1008; *Eastern Outfitting Co.* v. *Manheim*, 59 Wash. 428, 110 Pac. 23; see cases collected in 35 L. R. A. N. S. 251. Under such circumstances there would probably exist a third territory where anyone might use the trade name. This is the first case where a court has placed a sharply defined territorial limit upon a plaintiff's right of exclusion; but it is submitted that the result is perfectly equitable, and a logical extension of the previous decisions.

TROVER AND CONVERSION — DENIAL OF ACCESS TO PREMISES UPON WHICH A CHATTEL LIES. — The defendant, a tenant rightfully in possession of land, refused to allow the plaintiff, a former tenant, to enter and remove hay left there by him after the expiration of his tenancy, because such an entry would injure the growing crop. *Held*, that the defendant is not guilty of conversion. *Sears* v. *Sovie*, 143 N. Y. S. 317.

The decision is based on the reasonableness of the refusal, although it might well have rested on the narrower ground that the proposed entry would have been a trespass. Where an irrevocable license to enter and remove the chattel exists, denial of access is a conversion, because tantamount to wrongful detention. *Nichols* v. *Newsom*, 2 Murph. (N. C.) 302; *McKay* v. *Pearson*, 6 Pa. Super. Ct. 529. But where there is no such license, a denial of access, without more, seems clearly within the tenant's legal right. It is true that equity will not interfere to prevent a mere technical trespass by the owner of chattels under such circumstances. *Gates* v. *Johnston Lumber Co.*, 172 Mass. 495. And it has been said that an unreasonable denial of access, even to one having no right to enter, who wishes to remove his chattels, would be conversion. *Thorogood* v. *Robinson*, 6 Q. B. 769, at p. 772. This seems to have been the *ratio decidendi* of at least one decided case. *Erskine* v. *Savage*, 96 Me. 57, 51 Atl. 242. Although equity will not interfere to protect the tenant from such a threatened violation of his technical legal rights, it seems difficult to find a basis for its interference in favor of the owner of the chattels; and if no remedy exists at equity, it is even harder to justify the imposition of any duty at law.

TRUSTS — NATURE OF THE TRUST RELATION — DEPOSIT IN BANK FOR SPECIFIC PURPOSE — TO SECURE LETTER OF CREDIT. — The plaintiff had taken a letter of credit from the now insolvent bank, and had agreed in return that his salary should be deposited with them as it fell due. When the bank failed their books showed a large balance of deposits in excess of drafts. The plaintiff is seeking to recover the entire amount due him on the ground that the bank held his deposits as a trust fund. *Held*, that he must share with the